VILLAGE OF HAMBURG

MAYOR
THOMAS J. MOSES, SR.

TRUSTEES
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FIRE CHIEF
DAVID O'BRIEN

SUPT. OF PUBLIC WORKS
MARC SHUTTLEWORTH

100 MAIN STREET HAMBURG, NEW YORK 14075-4988
TEL (716) 649-0200 FAX (716) 646-6558
WEB SITE www.villagehamburg.com

NATURAL GAS SALES AGREEMENT

Marketer ID: 12709

Group Number: ___ *Residential: 107203*
(Please check one) ___ *Commercial: 107105*

Customer Name (Printed): _____
Premise Address: _____
Telephone Number: _____
Contact Name (If different than Customer Name): _____
Contact Phone Number: _____
Mailing Address: _____
Enrollment Date: _____
1) National Fuel Account Number: _____-_____ Meter Number: _____
2) National Fuel Account Number: _____-_____ Meter Number: _____

CUSTOMER DISCLOSURE STATEMENT

PRICE OF GAS: The price of gas will vary monthly and includes the commodity cost of gas, transportation costs to deliver to your meter, and an administrative fee used to operate the Village of Hamburg's Municipal Gas Utility ("Seller").
CONTRACT TERM: The initial contract term will commence on the next scheduled National Fuel Gas Distribution Corporation ("NFGDC") meter reading date after the Buyer's Enrollment date shown above for a period of one (1) year.
PROVISIONS FOR RENEWAL OF THE AGREEMENT: Upon completion of the initial Term, this Agreement will automatically renew on a month-to-month basis at the same terms unless ESCO obtains customer's authorization (written or verifiable oral) after customer has received a written notification of any proposed changes to such terms at least 45 day but no more than 90 days prior to the renewal date (the "Renewal Term"). Customer shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period.
PROCESS BUYER MAY USE TO RESCIND AGREEMENT WITHOUT PENALTY: Seller offers the natural gas service program to the residents of the Village of Hamburg only. The Program is designed to help the residents save on their energy costs. Since the Program is on a voluntary basis, Seller does not penalize a resident who elects to rescind the contract to return to NFGDC or another Energy Service Company ("ESCO"), but requests that residents provide thirty (30) days written, or verbal, notification of their intent to change to another ESCO.
AMOUNT OF EARLY TERMINATION FEE AND METHOD OF CALCULATION: Seller does not charge Buyer an early termination fee.
AMOUNT OF LATE PAYMENT FEE AND METHOD OF CALCULATION: Seller has made arrangements with NFGDC for the billing and collection of Seller's customer's accounts. The Late Payment Fee and calculation is determined by NFGDC.
CONDITIONS UNDER WHICH SAVINGS TO THE CUSTOMER ARE GUARANTEED: Historically, customer savings to the Village residents utilizing the Program have typically been in the 4% to 6% range, but it should be understood that the Seller can't guarantee that the customer will receive similar savings in the future.

Seller: Village of Hamburg Municipal Gas Utility

Buyer: _____
(Type or print Customer Name)

Signed: _____ Signed: _____

Title: Village Administrator Title: _____

Date: _____ Date: _____

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(over)

GENERAL TERMS AND CONDITIONS

1. QUANTITIES AND TYPE OF SERVICE. Seller agrees to sell and tender to Buyer each day the quantity necessary to meet Buyer's natural gas requirements on a firm basis to NFGDC, your local gas utility, (subject to any change based on consumption information Seller receives from NFGDC). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the same terms unless ESCO obtains customer's authorization (written or verifiable oral) after customer has received a written notification of any proposed changes to such terms at least 45 days but no more than 90 days prior to the renewal date (the "Renewal Term".) Customer shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period.

2. GAS TRANSPORTATION. Buyer hereby appoints Seller as Buyer's agent, solely for the purposes of arranging, contracting for and administering transportation and related services by the interstate pipeline(s) and NFGDC for the delivery of gas from the location where Seller delivers the gas to the Interstate pipeline for Buyer's account, to NFGDC' facilities. Upon Seller request, Buyer will sign a separate letter of agency.

3. GAS UTILITY CHARGES. Seller agrees to be responsible for any imbalance or swing penalties or other charges Buyer may be charged that result from Seller's failure to deliver the proper quantities. If Buyer's gas need changes due to such things as equipment additions or deletions Buyer must provide Seller thirty (30) days prior written notice, and if Buyer dos not provide Seller such notice, Buyer agrees to be responsible for any imbalance or swing penalties or other charges that Seller may be charged that result from Buyer's failure to consume the proper quantities.

4. BILLING AND PAYMENT. Seller has made arrangements with NFGDC for billing and collection of Seller's customer accounts. The monthly invoice shall include Seller's charges for the commodity and administrative cost of gas delivered to NFGDC's delivery point and NFGDC's charges for delivering the gas to Buyer's meter. Buyer agrees to pay NFGDC's monthly invoice by the due date shown on the invoice or be subject to a late payment charge described under the terms and conditions of NFGDC's approved tariff.

5. OFFICE HOURS AND LOCATION. The Village of Hamburg Municipal Gas Utility office is located at 100 Main Street, Hamburg, NY and is open from 8:30 a.m. to 4:30 p.m. Monday through Friday. Telephone Number: (716) 649-0200 Fax Number: (716) 646-6558

6. CALLS FOR SERVICE EMERGENCIES. If you become aware of a gas **emergency condition** or experience an unanticipated loss of gas service, you should contact your natural gas utility at:

National Fuel Gas Distribution Corporation 1-800-444-3130

7. LIMITATION OF LIABILITY. Neither Buyer nor Seller shall be liable to the other for any consequential, exemplary, punitive, incidental or indirect damages arising from a breach of this Contract. Otherwise, the Uniform Commercial Code of the State of New York shall govern the determination of liability and responsibility of each party in the event of breach or non-performance of this Contract.

8. FORCE MAJEURE. Seller shall not be liable to Buyer for Seller's failure to sell or tender gas, and Buyer shall not be liable to Seller for Buyer's failure to purchase or receive gas, when the failure is caused by fire, floods, washouts, earthquakes, extraordinary storms or similar weather conditions, strikes, lockouts or other industrial disturbances, riots, legal interferences, civil disturbances, explosions, accidents to machinery, acts of God or public enemy, government restraints or orders, or any other cause or event beyond the reasonable control of the affected party. The affected party agrees to give the other party a written description of the event within 72 hours. The affected party agrees promptly and diligently to take such action as may be necessary and practical to remove the problem and resume performance. These force majeure provisions shall not relieve a party from liability for any damage or expense that was caused or contributed to by (i) its own negligence if that negligence was the proximate cause of the party's failure to perform, or (ii) a result of that party's lack of funds.

9. TITLE AND INDEMNIFICATION. Title to the natural gas sold hereunder shall pass to Buyer at the Delivery Point(s). Seller shall pay or cause to be paid all royalties and other sums due on production and transportation of the natural gas to the Delivery Point(s). Seller shall be deemed to be control and possession of the natural gas and responsible for any injury or damage caused thereby until the natural gas is delivered at the Delivery Point(s). Once the gas is delivered at the Delivery Point(s), Buyer shall be deemed to be in control and possession thereof and responsible for any injury or damage caused thereby.

10. NO WARRANTIES. Except as expressly set forth in this Contract, Seller makes and Buyer receives no warranties, express or implied, statutory or in any other provisions of this Contract or any other communication, and Seller specifically disclaims any warranty of merchantability or fitness for a particular purpose.

11. AMENDMENT OF AGREEMENT OR CHANGE OF PROVIDERS. If Buyer wants to terminate membership in the Hamburg STBA and change natural gas providers, Buyer must notify Seller with thirty (30) days written, or verbal, notice. Seller will notify NFGDC of Buyer's change of natural gas supplier. Any such change of energy supplier must take place at a scheduled meter reading date; otherwise there will be a meter reading charge determined by NFGDC. Seller does not charge an exit fee.

12. THIRD PARTY NOTIFICATION AND BALANCED BILLING. Buyer, upon executing this Natural Gas Sales Agreement, may request Seller to advise NFGDC that Buyer is interested in enrolling in either, or both, of the Third Party Notification and Balanced Billing Programs offered by NFGDC. Buyer will check below the services desired and provide Seller with any information required by NFGDC to ensure enrollment in the selected Programs. Buyer understands that NFGDC and not Seller administer these Programs.

Yes, I am interested in enrolling in NFGDC's:

Third Party Notification Program □ **Buyer's Initials** ____
Balanced Billing Program □ **Buyer's Initials** ____

13. COMPLETE CONTRACT. This is the complete Contract between the Parties and can only be amended in writing signed by both Parties. However, Seller may modify any terms that do not adversely affect Buyer's price, payment terms, or the length of this Contract at any time by notifying Buyer of the change. In addition, Seller may modify this Contract based on changes to applicable tariffs, rules, regulations, or laws, including changes that adversely affect Seller's ability to economically operate the Program. This Contract shall be governed and construed in accordance with the laws of the State of New York, without regard to the application of its conflicts of laws principles. The parties agree that with respect to any and all disputes between the parties arising under this Contract, the courts of the State of New York shall have exclusive jurisdiction.

14. CONSUMER CONTACT INFORMATION. Should Buyer have any questions, or require additional information, regarding this Contract, Buyer can contact Seller (See Section 5 for contact information.) Buyer may also contact the New York State Public Service Commission Toll Free Competitive Energy Hotline at (888) 697-7728, the NYSPSC Office of Consumer Services, 3 Empire State Plaza, Albany, NY 12223-1350, or www.dps.state.ny.us. Additional toll free number 1-800-342-3377.

15. DISPUTE RESOLUTIONS. Disputes involving amounts within the jurisdiction limit of the local small claims court may be heard there. The Parties shall use their best efforts to resolve the dispute or claim through good faith negotiations. Buyer should contact seller by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") by calling the DPS at 1.800.342.3377 or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: www.dps.state.ny.us. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

LARGE PRINT COPIES ARE AVAILABLE UPON REQUEST
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CUSTOMER CONSENT FORM

I authorize National Fuel Gas Distribution Corporation ("National Fuel") to provide the Village of Hamburg Municipal Gas Utility ("Municipal Gas Utility") a/k/a – Hamburg STBA with data required for billing and load forecasting including, but not limited to, historic meter data, revenue and service class and other information deemed pertinent to serving my account. I understand I can rescind this authorization to National Fuel for release of my account information and cancel the Gas Sales Agreement entered into with the Municipal Gas Utility within three (3) business days after I have signed the Agreement.

Upon receipt of this Customer Consent Form and approval of the Municipal Gas Utility's Gas Sales Agreement, I understand National Fuel will remain the Natural Gas Distributor responsible for bills, service calls and repairs. The Village of Hamburg Municipal Gas Utility will become the Natural Gas Supplier. This process should take approximately one (1) month. I also understand that my account with National Fuel may be reinstated in the event I stop receiving service from the Municipal Gas Utility either at the request of the customer or the Municipal Gas Utility.

If I smell gas or have any safety related questions, however, I will still call National Fuel at 1-800-444-3130.

Your Name: _____
(please print or type name as it appears on your National Fuel bill)

Address: _____

Phone number: _____

National Fuel Account Number: _____-____ Meter No. _____ (found under next meter reading on your gas bill)

Signed: _____
Customer Signature

_____
(type or print name of customer who signed above)

Today's Date: _____

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